

Appendix for Training Services

This Appendix for Training Services (the “**Training Services Terms**”) are appended to the MXNS Expert Partners Netherlands General Terms and Conditions for Services available at <https://mxns-expertpartners.com/algemene-voorwaarden> (the “**General T&Cs**”) and apply to all contracts for the performance of training services by MXNS Expert Partners Netherlands (“**Training Services**”). These Training Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Training Services entered into between Customer and MXNS Expert Partners Netherlands. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. **Scope**

1.1 The Training Services may include standard courses/programmes for which the Customer enrolls that are intended for groups and/or online learning processes and/or other meetings of any kind organized by MXNS Expert Partners Netherlands for the purpose of disseminating knowledge (each, a “**Course/Programme**”).

1.2 The agreement between MXNS Expert Partners Netherlands and the Customer for attending a Course/Programme is formed when the Customer sends the (electronic) enrolment or application form for that purpose or, if the Customer has applied by other means, when MXNS Expert Partners Netherlands has confirmed the Customer’s application by telephone or electronically in writing.

1.3 MXNS Expert Partners Netherlands is authorized at any time to (a) change the content of any Course/Programme mid-term for reasons of improving the quality of the Course/Programme; (b) to change the schedule of the Course/Programme as regards the location and time; and (c) to decide the size of the group and to arrange the composition of the group as MXNS Expert Partners Netherlands sees fit.

1.4 The teaching materials provided by MXNS Expert Partners Netherlands in connection with any Training Services are only suitable for schooling or educating the Customer and/or students. Every other use by Customer is prohibited.

1.5 Upon completion of any Course/Programme, MXNS Expert Partners Netherlands may, where appropriate, issue a diploma or other certificate to the Customer and/or the student; provided, however, that MXNS Expert Partners Netherlands may, in its discretion, condition the issuance of such diploma or certificate upon the Customer’s and/or the student’s score, grade, or other outcome of any examination administered by MXNS Expert Partners Netherlands in connection with such Course/Programme.

1.6 If the Training Services consist of providing E-Learning:

(i) MXNS Expert Partners Netherlands will make available to the Customer a login code with which the Customer can access the electronic teaching material;

(ii) MXNS Expert Partners Netherlands shall make the electronic teaching material available to the Customer for a period of 12 months after giving the Customer the login code, and, upon expiration of such 12-month period, the Customer’s right to read the electronic teaching material will lapse and MXNS Expert Partners Netherlands shall no longer be obligated to make the teaching material available to the Customer and/or the student;

(iii) The Customer shall be responsible for ensuring that the Customer has appropriate equipment with which the electronic teaching material can be read, and MXNS Expert Partners Netherlands shall not be obligated to ensure that the equipment used by the Customer is suitable for reading the teaching material;

(iv) The electronic teaching material is supplied in Dutch, and if the Customer wishes to have the teaching material supplied in a different language, MXNS Expert Partners Netherlands is authorized to charge the Customer for all costs of translation and adaptation of the teaching material; and,

(v) Helpdesk and questions about E-learning may be provided by MXNS Expert Partners Netherlands in Dutch and/or English.

1.7 The Customer is authorized, up to 14 days after placing the first contract with MXNS Expert Partners Netherlands, to request that the General Terms and Conditions of the Dutch Council for Training and Education (“**NRTO Conditions**”) apply to the Contract, with the exception of Article 9, 15 and 16 of the NRTO Conditions. In such a case, the NRTO Conditions will apply together with these Training Services Terms and the General T&Cs. The following provisions of the Training Services Terms and the General T&Cs have prevalence over the provisions of the NRTO Conditions and replace or supplement the NRTO Conditions: If the NRTO Conditions apply, or their application has been requested by the Customer in due time, those conditions only apply to the Training Services executed, and to be executed, by MXNS Expert Partners Netherlands. The General T&Cs apply to all other work executed by MXNS Expert Partners Netherlands and have prevalence over the NRTO Conditions.

2. **Termination**

2.1 The Customer has the right to terminate the Contract or any Training Services provided for in a Quotation at any time in writing, subject to specified cancellation periods and certain cancellation fees and administration costs which will be charged to the Customer as set forth in Section 5.

2.2 If a student designated by the Customer (instead of the Customer), cancels or changes the dates of a Course/Programme or other Training Service, that designated student is deemed to be authorized to represent the Customer.

2.3 MXNS Expert Partners Netherlands has the right to (a) terminate the Contract or any Training Services provided for in a Quotation, (b) cancel any scheduled Course/Programme, (c) reject new applications for a current Course/Programme, or (d) refuse the attendance by a Customer or a (replacement) student designated by the Customer without stating the reasons. In any such case, Customer and enrolled students, as applicable, will receive notice, and the Customer has a right to a refund of the full sum paid to MXNS Expert Partners Netherlands in connection with the affected Services. Such a cancellation does not signify a failure in the fulfillment of the Contract and does not create any obligation to pay compensation for damages. If and insofar as it is decided in a court of competent jurisdiction that MXNS Expert Partners Netherlands has failed in the fulfillment of the Contract by canceling a Course/Programme or other Training Service, the damages arising from any such decision shall be limited to the refund of the sum paid by the Customer to MXNS Expert Partners Netherlands for the canceled Course/Programme or other Training Service.

3. **Effect of Cancellation/Postponement**

3.1 If the Customer cancels or changes the date on which a scheduled Course/Programme is to be held, MXNS Expert Partners Netherlands may charge, and the Customer shall be obligated to pay, the following fees plus any expenses incurred by MXNS Expert Partners Netherlands as of the cancellation or change date:

(i) If the Customer cancels the Course/Programme or changes the dates up to 4 weeks before the Course/Programme is to start, the Customer is obliged to pay 10% of the agreed Contract price for administrative costs (with a maximum limit of EUR 200.00 not including VAT, for each day the Course/Programme was canceled or postponed);

(ii) If the Customer cancels the Course/Programme or changes the dates between 4 and 2 weeks before the Course/Programme is to start, the Customer is obliged to pay 50% of the agreed Contract price; and

(iii) If the Customer cancels the Course/Programme or changes the dates within 2 weeks before the Course/Programme is to start, the Customer is obliged to pay 100% of the agreed Contract price.

3.2 If the Training Services consist of coaching individual persons and the Customer or the student designated by the Customer cancels or changes the date of a coaching session upon less than 4 business days notice before the coaching session is scheduled to start:

(i) If the cancellation or change is made between 2 and 4 business days before the coaching starts, 50% of the agreed price will be charged; and

(ii) If the cancellation or change is made within 2 business days before the coaching starts, 100% of the agreed price will be charged. If the Customer partially cancels the coaching session, it is regarded as a change to the coaching Contract.

3.3 If Customer wishes to postpone or cancel the Training Services, Customer must notify MXNS Expert Partners Netherlands in writing. If MXNS Expert Partners Netherlands receives Customer's notice within 16 to 30 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 70% of the Service fee. If MXNS Expert Partners Netherlands receives Customer's notice within 15 business days (or less) of the confirmed Service date, the postponement/cancellation fee will increase to an amount equal to 100% of the Service fee. In addition to the postponement/cancellation fee, MXNS Expert Partners Netherlands will charge Customer any travel expenses already incurred.

3.4 All cancellation or postponement fees and costs are due and payable from the time of the cancellation or change.

3.5 The actual damages likely to result from cancellation or postponement of scheduled Training Services are difficult to estimate on the date hereof and would be difficult for MXNS Expert Partners Netherlands to quantify insofar as cancellation or postponement may impact MXNS Expert Partners Netherlands' reputation or require MXNS Expert Partners Netherlands to provide non-monetary concessions to its suppliers and contractors. MXNS Expert Partners Netherlands commits that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by the Customer.

4. Timing

4.1 Student lists must be received at least 15 business days prior to the course date to allow sufficient time for the printing and shipping of course materials.

4.2 The Customer or the student designated by the Customer may replace the enrolled student with a different student for attendance of a Course/Programme or coaching session, if MXNS Expert Partners Netherlands is notified of the replacement in writing (including by email) within 48 hours before the Course/Programme or coaching session starts; provided, however, that the Customer shall be responsible for all costs and expenses incurred by MXNS Expert Partners Netherlands in connection with such substitution.

4.3 Course materials will be shipped to the Customer's facility 5-7 days prior to the course date. There will be an expedited shipping

surcharge for Quotations signed less than two weeks prior to the course date.

5. Fees and Price Adjustments

5.1 At completion of the Training Services by MXNS Expert Partners Netherlands, any advance payment by Customer will be credited against the last invoice.

5.2 All out of pocket travel expenses and subsistence costs will be invoiced back to the Customer, subject to such rates, conditions and guidelines as may be set forth in the Quotation.

5.3 The books, if any, on the reading list recommended to students for a Course/Programme are not included in the price of the Training Services, unless specifically set forth in the Quotation or otherwise arranged in writing.

5.4 Costs of actors, models, specific (theater) equipment, specific music choices, specific voice-overs or translations, etc., are not included in the price of any Training Services unless specifically set forth in the Quotation, and such costs will be invoiced separately.

5.5 MXNS Expert Partners Netherlands is not obliged to incorporate any Customer corporate-identity features into the teaching materials provided in connection with the Training Services. If MXNS Expert Partners Netherlands incorporates Customer corporate-identity features into the teaching material at the Customer's request, the work involved is not included in the price of the Training Services and will be invoiced separately.

6. Non-solicitation

6.1 Unless the law provides otherwise, the Customer, the Customer's subsidiaries, group undertakings, participating interests and/or the Customer's actual or legally affiliated companies, persons and/or associations of persons are prohibited from:

- i. for the term the Services are provided and,
- ii. for a period of one year after the termination of the Contract,
- iii. regardless of the reason and cause of the termination of the Services,

to:

1. employ persons employed by MXNS Expert Partners Netherlands or to employ persons that left MXNS Expert Partners Netherlands' employment less than one year prior to the time they performed Services for the Customer

and/or:

2. otherwise commission the persons mentioned under (i) to do work, paid or unpaid, at their companies and/or,
3. to negotiate with the persons mentioned under (i) about the performance of tasks or work as referred to under (i) and/or (ii).

6.2 If the provisions of section 6.1. are violated, the Customer will incur an immediately payable fine, which is not subject to judicial mitigation, of fifty thousand (50,000) euros per violation and also two thousand (2,000) euros for every day the violation continues, without prejudice to MXNS Expert Partners Netherlands' right to claim full compensation for loss and/or the discontinuation of the violation and without prejudice to MXNS Expert Partners Netherlands' right to claim the fine arranged by contract with the employee.

6.3 The Customer has an obligation to MXNS Expert Partners Netherlands to inform the Customer's subsidiaries, group undertakings, participating interests and/or the Customer's actual or legally affiliated companies, persons and/or associations of persons of the provisions of sections 6.1. and 6.2.

6.4 The Customer is not permitted, without MXNS Expert Partners Netherlands' specific, written consent, to make the persons who are providing the Services under the Contract for MXNS Expert Partners Netherlands available to third parties. If the Customer supplies

personnel with MXNS Expert Partners Netherlands 's written consent, to third parties, the Customer should ensure that it registers in the Trade Register that the Customer's operations (also) include supplying personnel.

6.5 By exception to the main rule set forth in this section 6.1 and 6.2, the Customer is entitled to enter into an employment relationship with an employee that would have been placed under Customer sole supervision and direction as long as this placement has lawfully ended.

6.6 A Customer intending to enter into an employment relationship with an employee must notify MXNS Expert Partners in writing well in advance before taking any action on this intention. The Customer is familiar with the laws and regulations concerning successive employment and accepts all obligations arising from these. The Customer is responsible for the investigation and assessment of the employee's employment history.

6.7 If the Customer enters into an employment relationship with an employee, who was placed at the Customer on the basis of an assignment for an indefinite term, before that employee has worked for 1040 hours on the basis of that assignment, the Customer owes MXNS Expert Partners a fee of 25% of the latest rate applicable for 1040 hours less the hours already worked by the employee on the basis of the assignment. The fee will be increased by VAT. The fee is owed for the services provided by MXNS Expert Partners Netherlands in connection with the supply, recruitment or education of the employee in question

6.8 If the Customer enters into an employment relationship with an employee who was placed with it on the basis of a fixed-term assignment, the Customer owes a fee of 25% of the latest rate applicable for the remaining term of the assignment (calculated based on the agreed or customary hours and additional/overtime hours) or, in the case of an assignment that can be terminated before the expiry date, the notice period that was not observed, on the understanding that the Customer always owes at least the fee referred to in this provision. The fee will be increased by VAT owed for the services provided by MXNS Expert Partners Netherlands in connection with the supply, recruitment or education of the employee in question

6.9 If the Customer does not enter into an employment relationship with the employee immediately after the end of the employee's placement but does so within 6 months of that date, the Customer also owes the fee referred to in this section. This applies both if the Customer contacted the employee for this purpose, directly or via third parties, and if the employee applied to the Customer, directly or via third parties.